

PTO/SB/82 (10-00)

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REVOCATION OF POWER OF ATTORNEY OR AUTHORIZATION OF AGENT

Application Number	09/393,768
Filing Date	09/10/1999
First Named Inventor	Erol Basturk
Group Art Unit	2663
Examiner Nama	Derrick W Ferris
Attomey Docket Number	239603PL-011

I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application:
A Power of Attomey or Authorization of Agent is submitted herewith.
OR //
Please change the correspondence address for the above-identified application to:
Place Customer Number 24739 Place Customer Number Bar Code Label here
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Address
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Country State ZIP
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l am the:
Applicant/Inventor.
Assignee of record of the entire interest. See 37 CFR 3.71, Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)
SIGNATURE of Applicant or Assignee of Record
Name Michael Maidy, President of Sherwood Partners, Inc. soley as assignee for the benefit of the creditors of Pluris, Inc.
Signature No.
Date + 5 03
NOTE: Signatures of all the Inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.
Total offorms are submitted.

Burden Hour Statement: This form is estimated to take 3 minutes to complete. Time will vary depending upon the needs of the Individual case. Any comments on the emount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Palent and Trademark Office, Weshington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO YMS ADDRESS, SEND TO: Assistant Commissioner for Patents, Weshington, DC 20231.



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APPLICATION

PTO/SB/81 (11-95) Approved for use through 6/30/99. OMB 0651-0035 Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays

POWER OF ATTORNEY OR **AUTHORIZATION OF AGENT,** NOT ACCOMPANYING

09/393,768 **Application Number** 09/10/1999 Filing Date Erol Basturk First Named Inventor 2663 Group Art Unit Derrick W Ferris Examiner Name Attorney Docket Number 239603PL-011

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I hereby appoint:	· · · · · · · · · · · · · · · · · · ·			
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Practitioner(s) named				
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as my/our attorney(s) or a business in the Patent and	gent(s) to prosecute the app d Trademark Office connect	olication identified therewith.	ied above, and to trans	eact all
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I am the: Applicant.				
Assignee of record of the entire interest Certificate under 37 CFR 3.73(b) is enclosed				
SIGNATURE of Applicant or Assignee of Record				
Name Michael Maidy, President of Sherwood Partners, Inc. soley as assigned for the benefit of the creditors of Pluris Inc.				
Signature /				
Date \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\				

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PTO/SB/95 (6-98)

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Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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Applicant/Patent Owner: Pluris, Inc. Application No./Patent No.: 09/393,768 Filed/Issue Date: 09/10/1999 Entitled: Method for Load-Balancing with FIFO Guarantees in Multipath Networks Sherwood Partners, Inc. , a Corporation (Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agoncy, etc.)
Entitled: Method for Load-Balancing with FIFO Guarantees in Multipath Networks Sherwood Partners, Inc
Sherwood Partners, Inc. , a Corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)
states that it is:
1. X the assignee of the entire right, title, and interest; or
2. an assignee of an undivided part interest
in the patent application/patent identified above by virtue of either.
A. [] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel, Frame, or for which a copy thereof is attached.
OR
B. [1] A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below.
1. From: Inventors To: Pluris, Inc. The document was recorded in the Palent and Trademark Office at Real 011171, Frame 0312, or for which a copy thereof is attached.
2. From: Pluris, Inc. To: Sherwood Partners, Inc The document was recorded in the Patent and Trademark Office at Reel, Frame, or for which a copy thereof is attached.
3. From: The document was recorded in the Patent and Trademark Office at Reel Note: The document was recorded in the Patent and Trademark Office at Reel To: The document was recorded in the Patent and Trademark Office at Reel To:
must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. <u>See MPEP 302-302.8</u>]
The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee. Date Date Displace Di
Michael Maidy
Typed or printed name
Michael Maidy, President of Sherwood Partners, Inc. soley as assignee for the benefit of the creditors of Pluris, Inc.



July 18, 2002

)) notice of assignment for The Benefit of Creditors and DeadLine for Submitting Claims

TO ALL CREDITORS AND EQUITYHOLDERS OF PLURIS, INC., AND OTHER PARTIES IN INTEREST:

PLEASE TAKE NOTICE that on July 11, 2002. Pluris, Inc. ("Pluris"), as assignor, made a General Assignment for the Benefit of Creditors (the "Assignment") to Sherwood Partners, Inc., a California corporation ("Sherwood" or "Assignee"), as assignee, pursuant to California law. A true and correct copy of the document evidencing the Assignment is enclosed. Pursuant to the Assignment, Phuris transferred ownership of all of its rights in tangible and intangible assets (collectively, the "Assets") to Sherwood for liquidation. Sherwood shall liquidate the Assets, wind down Pluris, and distribute the net liquidation proceeds to creditors of Pluris who timely submit claims as instructed below.

PLEASE TAKE FURTHER NOTICE that all entities asserting any claim against Pluris must submit a proof of claim and proper supporting documentation to counsel for Sherwood by no later than January 7, 2003. A proof of claim form is enclosed with this Notice. Claims shall be presented by mailing them to counsel for the Assignee at the following address:

SULMEYER KUPETZ, BAUMANN & ROTHMAN

A Professional Corporation Attn: Sherwood Partners, Inc. 300 South Grand Avenue, 14th Floor Los Angeles, California 90071 Telephone: 213/617-5220

Telephone: 213/617-5220 Facsimile: 213/629-4520

PLEASE TAKE FURTHER NOTICE that any claimant who fails to timely submit a Claim in accordance with the instructions set forth above shall be barred from sharing in any distribution of proceeds of the liquidation of the Assets of Piuris and shall not receive any payment from the Assignee.

This notice is prepared in accordance with California Code of Civil Procedure

§ 1802.

Dated: July 18, 2002

SULMEYER, KUPETZ, BAUMANN & ROTHMAN

A Professional Corporation

David S. Kupetz

Attorneys for Sherwood Partners, Inc.,

Assignce for the Benefit of Creditors of Pluris, Inc.

4088613 07/22/2002 13:24 PAGE 02 DATE RECEIVED: PROOF OF CLAIM Assignment for the Benefit of Creditors of Pluris, Inc. Assignor, Sherwood Partners, Inc. Assignee. Name of Claimant CLAIM NO.: Check box if you are aware that (The person or entity to whom Fluits, Inc., owes money or property) anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. SOCIAL SECURITY OR TAX LD. #: Name and Address Where Notices Should be Sent Check box if the address differs from the address on the envelope sent to you on behalf of the Assignee. THIS SPACE IS FOR Telephone Number OFFICIAL USE ONLY ACCOUNT OR OTHER NUMBER BY WHICH CLAIMANT □ replaces **IDENTIFIES CLAIM:** Check here if this cisim a previously filed claim, dated: □ amends BASIS FOR CLAIM IS YOUR CLAIM Goods sold Matured (/,e., due and payable) Services performed ō Unmebured Money loaned П Districted Equipment leased Contingent П Other (Describe briefly) 3. DATE DEBT WAS INCURRED: IF COURT JUDGMENT, DATE OBTAINED: 5. CLASSIFICATION OF CLAIM. Classify your claim as follows: (1) Unsecured, (2) Secured, or (3) Partially secured and partially unsecured (it is possible for part of a claim to be in one category and part in another): CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM. III UNSECURED CLAIM S A claim is unsecured if there is no collaboral or lien on SUPPORTING DOCUMENTS: Attach copies of supporting documents, such property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests, if the claim. documents are not available, explain. If the documents are voluminous, attach a SECURED CLAIM \$ Attach evidence of perfection of security interest. STATEMENT ABOUT THE DEBT. Attach a written detailed explanation of the basis of your claim. Include with your explanation a schedula of calculations showing precisely how you arrive at the total amount of your claim. Brief Description of Collateral: Amount of arrearage and other charges included in secured claim above, If any \$ 9. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim, and in 8. II PRIORITY CLAIM \$ filing this claim, claimant has deducted all amounts that claimant owes to debtor. State basis for priority: 10. TOTAL AMOUNT OF CLAIM ON DATE SIGNED BELOW: (Unsecured) (Bacured)

Sign and print the name and title, if any, of the creditor or other person sulhurized to file this casm (Attach copy of power of automory, if any)

DATE-STAMPED COPY: To receive an advnowledgement of the filing of your claim, enginee a

Chack this box if claim includes interest or other charges in addition to the principal amount of the claim. Altach itemized statement of all

THIS SPACE IS FOR OFFICIAL USE ONLY

(Total)

additional charges.

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GENERAL ASSIGNMENT

This Assignment is made this \coprod day of July, 2002, by Pluris, Inc., located at 10455 Bandley Drive, Cupertino, California, hereinafter referred to as Assignor, to Sherwood Partners, Inc., a California corporation, hereinafter referred to as Assignee.

WITNESSETH: That Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wherescever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture and fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that ere legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignes to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing agency.

Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of seld property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of sald property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorney and to the attorney, if any, for Assigner,

If any dividends to creditors shall remain unclaimed for a period of one year after issuance of the final dividend checks, then the same shall become the property of Assignee and used to supplement its fees for services rendered in administering this Assignment. Any interest that may be earned on funds administered under this Assignment shalf belong to and are hereby assigned to Assignee as additional fees for its services hereunder.

Assignee is also authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); oustomer lists and oustomer information; know-how, trade secrets, inventions, discoveries, concepts, liteas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property")). Assignor napresents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(les) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by Assignee.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Federal Tax I.D. Number: 77-0443154

Assignor:

Pluris, Inc.

is President and Secretary

Assignee:

Sherwood Ranners Anc.

Dy:_